

DEED OF TRUST

BOOK 752 PAGE 78

Grantors: Marie M Kell

Lender: Norwest Financial Mississippi, Inc. 1219 Stateline Rd Southaven, MS 38671

Trustee: Winn Brown

Total of Payments: \$21350.00 Finance Charge: \$6851.35 Amount Financed: \$14498.65 Number of Monthly Instalments: 61 First Instalment Due Date: 4/13 1995 Annual Percentage Rate: 16.16 %
Agreed Rate of Charge: 16.00 %

This Deed of Trust, made this 7th day of March 1995, witnesseth that Grantors named above are indebted to Lender named above on a certain Note of even date in the amount stated above as "Total of Payments", evidencing a loan with the "Amount Financed" stated above, made to Grantors of Lender. Said Note is payable in the number of monthly instalments above stated. The first instalment due date is stated above. Other instalments are payable on the same day of each succeeding month. The finance charge and agreed rate of charge applicable to said loan and Note are above stated.

In consideration of the aforesaid indebtedness and in order to secure the prompt payment of said Note and any future note or notes executed and delivered to Lender by Grantors at any time before said Note shall be paid in full, evidencing either a future loan by said Lender or a refinancing of any unpaid balance of said Note or renewal thereof, or both such future loans and refinancing, but not exceeding in the aggregate at any one time an unpaid amount of \$100,000, the Grantors hereby sell, convey, and warrant unto the Trustee named above the following described real estate located in

DESO TO County, State of MISSISSIPPI

Lot 254, Section B, Brook Hollow Subdivision in Section 24, Township 1 South, Range 8 West, as shown of record in plat book 7, page 35, in the office of the chancery clerk of Desoto County, Mississippi.

This being the same property conveyed to Marie M Kell, from Carlin T. Brooks, Jr. and his wife, Teresa G. Brooks, dated July 17, 1979, recorded July 19, 1979, in book 142, page 591, recorded in the chancery clerk's office of Desoto County, Mississippi.

MAR 10 10 42 AM '95
J.P. Stanley PC

To have and to hold the same unto the said Trustee, and unto his heirs in trust and assigns, forever.

BK 752 PG 78
W.F. DEWIS CH. CLK.

But this is a Trust Deed, and this conveyance is in trust for the following purposes and none other: If the Grantors shall well and truly pay and discharge the indebtedness secured hereby, according to the terms of the instrument or instruments evidencing the same, then this instrument and conveyance shall be void and of no further force and effect. But if Grantors default in payment of any indebtedness hereby secured, or default in any term or condition of any other obligation, agreement, or indebtedness owing to Lender, or default in any term or condition of any other obligation, agreement, or indebtedness secured by the above-described real estate owing to any party whatsoever, then the Trustee may upon demand of the holder of the Note declare immediately due and payable all indebtedness then remaining unpaid and secured hereby, and the Trustee, or his successor, is hereby authorized and empowered to enter and take possession of said real estate, and before or after such entry, to advertise the sale of said real estate once each week for three consecutive weeks, giving notice of the time, place, and terms of sale in a newspaper published in the county in which said real estate is located, and to sell the same to the highest bidder for cash at the Court House in said county free from equity of redemption, homestead, dower, and all other exemptions, all of which are hereby expressly waived, and said Trustee shall execute a conveyance and deliver possession to the purchaser, or the Trustee may sell the real estate described herein for cash in such other manner as may be provided or permitted by law.

The Lender, its successors and assigns may in writing appoint successive or substitute trustees in the place of the Trustee named herein or any successor Trustee if from any cause said Trustee or any successor Trustee shall not be present, able and willing to act hereunder or if said Lender or its successors or assigns shall for any reason desire to do so.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee as follows: first, to the payment of necessary expenses of this trust and its execution, and second, to the indebtedness secured hereby, and the surplus, if any, shall be paid to the Grantors.

Wherever used herein the plural number shall be construed to include the singular, the singular the plural, and the use of any gender shall include all genders.

In Witness Whereof the Grantors have hereunto set their hands the day and year first above written.

Return To: Real Estate Services
5727 S. Suite 5
Memphis, Tennessee 38114

Marie M Kell
GRANTOR

SIGN HERE

Marie M Kell

SIGN HERE

GRANTOR

STATE OF MISSISSIPPI }
COUNTY OF DESOTO } SS.

Personally appeared before me, the undersigned authority, the within named Marie M Kell

who acknowledged that he, she or they, as the case may be, signed and delivered the above foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal this the 9th day of March 1995

My commission expires 3/5/99

Barbara Thompson
NOTARY PUBLIC

This instrument was prepared by LORI A PARKER

of Norwest

Financial Mississippi, Inc., 1219 Stateline Rd Southaven, MS 38671 661-342-1330, Mississippi.
(ADDRESS)

743 E86 MS

Ktair-5406

CANCELLED BY AUTHORITY RECORDED IN BOOK 804 PAGE 745

THIS 17 DAY OF Jan 19 96

W.E. Davis
CHANCERY CLERK
J.B. Cleveland